

1885-001
Lee Co.

Chancery Causes: Elihu K. Howard vs. Joel G. Bayne

Burkhart, Smith, Burgan, 1702, Taylor, Ely, Burgin,
Smith

- Deed

CA - Debt
T - Property

To the Hon. John A. Kelly, Judge of the Circuit
Court of Lee County:

The Bill of Complaint of Elisha K. Howard
would respectfully represent that on the
21st day of September, 1878, your orator
instituted in your honorable court, his
action at law, against one Joel J. Bays,
to recover a debt due by note from said Bays
to the plaintiff, and at the March term of
said Court, 1879, a judgment was rendered
in favor of your orator for the sum of
\$121.78 with legal interest thereon from the 29th
day of November, 1863, till paid, and \$7.36
costs. This judgment was docketed in due
time, and shortly after it was rendered an
execution issued thereon, and went into the hands
of the Sheriff of said County, who returned "not
executed no property found". A copy of said
Summons, judgment, and the docketing
thereof, and execution, and return thereon
is herewith filed with this Bill marked
respectively (A. B. C. D.)

At the time the said note was executed to
your orator by the said Joel J. Bays he was
the owner of a tract of land lying in Lee
County, on the waters of Trading Creek, in
the Poor valley, containing about 150 acres;
the said land was conveyed to him by

Sylvester Bond & wife by deed now of record in the clerk's office of Lee County, from which the notes and bounds of said land will appear, a copy of which deed is filed herewith as exhibit "E" and is prayed to be taken as a part thereof.

The said note was executed to your orator by the said Bays on the 28th day of November 1863, a copy of which is herewith filed marked "F" and is prayed to be considered herewith as the said deed from Sylvester Bond & wife was admitted to record on the 15th day of May 1863.

On the 1st day of January, 1868, the said Joel J. Bays, being much embarrassed financially, procured his wife to join with him in a conveyance of this identical land to his son John H. Bays, which deed was admitted to record in the Clerk's Office of Lee County on the 14th day of November 1868, and is filed with this Bill marked "G" and is prayed to be considered therewith. It will be seen that this deed, purports a valuable consideration in Law; but your orator alleges that there was no consideration whatever deemed valuable in Law, passed between

the grantor and grantee for the execution of said deed, and that the consideration expressed therein was fictitious, and the land conveyed was if any thing a mere gift of the said Jacob J. Bayz to his said son John H. Bayz whilst indebted, not founded upon a consideration deemed valuable in Law, and is under the provisions of 2nd Sec. of Ch. 114 of the Code of Va for 1873 void as to the creditors of the said Jacob J. Bayz, of whom your orator is one. But your orator is advised and therefore alleges that if the consideration expressed in said deed was valuable in Law, yet said deed is void, because it was made by the said Jacob J. Bayz with intent to delay, hinder and defraud his creditors and your orator (without giving possession of said land which has not been done to this day) and that the said John H. Bayz had notice of the said intent of his father Jacob J. Bayz.

Your orator regarding the said deed as void, claims that his said judgment is a lien upon said land, and hence the object of this suit, is, to obtain a decree annulling said deed, and enforcing

said judgment lien by a sale
of said land, as the rents and
profits will not pay and satisfy
said judgment in five years
with the costs of this suit added.

Your orator being without a remedy
at law, and entitled to relief in
Equity, his prayer therefore is, that
the said J. J. Bays and John
H. Bays be made parties defendant
to this Bill, and that they each be re-
quired to answer its allegations as fully
and truly upon oath as if the same
were repeated by interrogatories; answering
clearly what sum of money if any was
actually paid by the said John H. Bays
to the said J. J. Bays for the said land;
and if any sum of money was so paid,
that they be required to state specifically,
where, and when, and in what the
same was paid, and who was
present at the time; and that upon a
final hearing your honor will render
a decree annulling said deed and
enforcing your orator's said judg-
ment and the costs of this suit by
a sale thereof; And may your orator
be granted general relief.

May Comults writ issue &c

Wm. A. Orr for Plff.

Elihu H. Hawley

28 } Bill in chg

Joel J. Bays et al

1871 Aug Bill C. Fild. Bpa

Director & Deere & Co

" Sept. D. N. Cook & Co for bearing
by plaintiff

1872 Aug. Decree in chg

1881 Mr. Deere & Co

1881 Aug Court C

1882 Court this year

1883 do do

1884 do do

1885 do do

1886 do do

Co 8.84 Mr 1881 B

15.00

3.00

7.25

1.00 B

35.09
Emch 51 July 1881

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County.

The separate answer of John H. Buys
to a bill filed in this Honorable Court
by Elisha K. Howard against this respondent
et al. Respondent, answering says he
has heard the answer of his co-defendant
^{Joel J. Buys} read to him, and so far as it sets up a
valid defense of the suit at law, relies
upon, and adopts it as ~~his~~ own; and
humbly submits that he is advised, that a
Court of Chancery will allow this re-
spondent to avail himself of any valid
defense his co-defendant could have made
at law, when the plff comes to enforce
his demands against this respondent who
could not have an opportunity to defend
at law. If the bond sued on, was invalid
at law, paid and discharged by the Policy or
Coroline Hubbard ~~Water~~ or defeated by the Bank-
ruptcy of the said Joel J. Buys your re-
spondent is advised the plff can not
revive its legal force against this respond-
ent, through his co-defendants fault and
neglect to defend at law, but that the
plff must in a court of equity, show a

Just demand and clear hands before he can wrench from the hard earnings of other people his dishonest and inequitable demands.

This respondent therefore relies as he is advised he can do in equity and good conscience upon the legal and equitable defense which his co-defendant Joel S. Bays could here at any time clone.

Respondent, child in the year 1868, purchase from his father & co-defendant, a small tract of land worth about ~~4000~~ then in Cumberland, ^{and agreed to pay any debt from} ~~and paid him fully therefor - \$500.~~ Respondent, ^{paid the same as follows, he} was at the time the owner of two valuable mules, and one horse, the mules were worth at least \$200, and the horse \$100, and this respondent agreed to work one year at the price of \$150. per year, and Respondent then, ^{procured from one clipper a horse and let his father have} ~~let his father have, a private court house,~~ ^{him at} the price of \$50. and that paid for said land.

The same was conveyed to him ^{and} at once given to the clerk for recordation, and he supposes it was done if not it was in no wise respondent's fault - he paid the fees & gave it to the clerk. The transaction was a fair one, no fraud, nor intention to defraud

any one, the plff had no just claim and was
in no wise injured. And now after the lapse
of ten long years, and after this respondent
has ~~been~~ ^{cultivated} upon the land improved it, and
paid taxes for it the plff comes and seeks to
oust him and take it from him, Respondent
relies upon the statute of limitations to pro-
tect him from such pretensions, as fraud
if any there he must be attacked in 10
years after discovery. Respondent denies
each and every allegation of fraud upon
his part, ^{or knowledge of fraud upon the part of his co-defendant J. H. Bays.} ~~of the plff~~, ^{at the time of}
the trade, ^{for said land.} knowing anything whatever of
the plffs demand. - He calls upon for strict
proof of the justness of his claim - and
having now fully answered he prays hence
to be dismissed with his costs.

Hayward & Primmer.

Virginia Lee County to wit -
This day John H. Bays personally appeared
before me and made oath that the facts set forth
in the foregoing answer as far as made upon his
own knowledge are true and as far as made upon
information derived from others he believes them
to be true - Given under my hand this Dec. 3-1879.
James W. Orr, Clerk.

H.P.

John H. Bay

Ans & Answer.

Edwin H. Howard

Filed Dec 4th 1879.
& Rep Jas W Orr Clerk.

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va.
The separate answer of Joel J. Bays to a
bill filed in this Honorable Court against and
an attorney by Elihu K. Howard. Respondent
answering said bill, admits that the records
of this Court, show that the plff's complaint
is true so far as the judgement is concerned

But this respondent here avers most
positively, that the process in said cause
was never served on him, that is to wit,
in the law. cause, and although the sheriff's
return shows the fact that it was served
this respondent denies that it was, because
he says he had a just and valid excuse,
at law and would have defended the same
if he had had notice thereof, and he humbly
submits that the sheriff has inadvertently
made said return. The note on which
the plff obtained his judgement was executed
as it shows in 1863, and was for coin sold
at the prices then usually paid in Con-
federate money, and that under the laws
as he is advised he would be entitled to
a scale thereon, and that would have
been a good defence, ^{to a part of said claim,} which respondent

and the plff well knew. Respondent further states that after he had purchased said corn for Confederate money the plff removed to Harlan County Kentucky, and this respondent at the request of the plff, paid plffs wife every cent for said corn in said Confederate money, but the war was in full force and the plff was just across the Kentucky line and much hostility existed between the citizens of Harlan County & Lee Counties, bands of unlawful and murderous men came over from that side the mountains and killed and robbed under all ^{knives} pretenses, and soon after the plffs wife returned to Harlan with the Confederate money, she came back to respondents house and threw down the money and threatened if respondent did not take it back and execute the bond and on that she and her husband would cause the lawless men before alluded to arrest and kill this respondent. And respondent living at the base of the mountains which separated the two communities and being unable to defend himself against such an attack took back the Confederate money and executed the note, but for which the plff never would have held a note ^{against} ~~that~~ respondent.

He executed the note under fear of his life
and great bodily harm or he never would
have done so, and this defense he should if
allowed have made at law. But he did have
as he is advised a plain, substantial and
available plea at law. In the year 186 he
filed his petition in Bankruptcy, in the
United States District Court for the Western
District of Virginia, where his case was
fully adjudicated and finally settled and
respondent fully discharged from all
his liabilities provable under said act
of which this note and on was one. This
defense, as he is advised would have been
a complete bar to the said action at law
and would have been pleaded by this re-
spondent if he had had notice of said
suit. Respondent recites these grounds
of defense, to show if he had in fact
been served with process he would not by
any means have allowed judgement to go
against him without a trial - And if this
Honorable Court will now direct the
issue at law to be tried it is all this re-
spondent asks. He admits that he sold
the small and poor farm once owned by him

to his son and co-defendant John H. Bays
but it was more than ten years ago and for
a full fair and valuable consideration then
paid to this respondent, by his said son,
and the claimer, and pretensions made by the
plff of fraud is all put on by him who
seeks here to enforce a stale unjust and
most inequitable demand, obtained by ac-
cident and without notice. Respondent denies
each and every allegation of fraud or false
sale charged by the plff of said lands.
and challenges him to fair open & full
trial of the merits of the controversy.
And Respondent, further states that the plff
~~would~~ requested him, to purchase any notes
on him that respondent could and such should
be a credit upon the bond and on, and at
his request respondent purchased a note of
\$48. in amt from one Polly & Caroline Hubbard
and sent the same to him, to be credited upon the
bond and on, this note he took and has yet
and the same was not as agreed upon credited
upon the note held & claimed by the plff or
this respondent would have made this defense
also. As this note was worth more in value

the plffs demand when fairly scaled by the
laws of its state.

and having now fully answered this respect-
ent begs to be hence dismissed with his costs.

Against Pendency.

Virginia Lee County to wit

This day Joel J. Bays personally appeared
before me and made oath that the facts
set forth in the foregoing answer as far as
made upon his own knowledge are true
and as far as made upon the information
of others he believes them to be true.

Given under my hand this Dec. 3rd 1879.

James W. Orr. Clerk.

H.P.

Joel. J. Buys :

Ad^r of answer.

Elihu K. Howard

Filed Decr 4th 1879.
Per Jas W Orr, Clerk.

1879
Dec
4

J.

house door of said County to the
 highest bidder, on some Court
 day, after having advertised the
 time place, and terms of sale
 for at least thirty days by posting
 a written Notice thereof at the
 front door of the said Court
 house and two at public
 places in the vicinity of the
 land, ^{taking bond with good security for deferred payment, and} and report to Court and the
 same is continued.

E. H. Howard

vs Johnson for
Sale

Ind J Bays at ab

Entered Page 159.

James W. Carrick.

(4)

Enter this.

JEAK
Apr 1/81

Edwin K. Howard plff. vs J. J. H. Bays. Defts. In Chy.

This cause came on to be heard on the bill answers, exhibits, replications to the answers, & the depositions of witnesses, and was argued by Counsel.

On Consideration whereof, it is adjudged, ordered and decreed that the plaintiff's judgment against deft. J. J. Bays, be scaled at the rate of 50 per cent., and that it be credited with the balance due, on the Fanis bond on the 29th day of November 1863. And it appearing from inspection and Calculation of the judgment aforesaid ~~and~~ and the Fanis bond that there is a balance due on said judgment as of the date day of August 1880 (instant) of \$51.⁹³ of which \$22.²³ is principal; ~~and~~ it is further adjudged that plain^{57.23}ff recover of said J. J. Bays the said sum of \$51.⁹³ with interest on \$22.²³ per²³ thereof from the 29th day of August (instant), till paid, and the costs of this suit, (except only the costs incident to the taking of depositions, of which forth, each party shall pay his own).

And the Court being of opinion that, as to the ~~same~~ the judgment in controversy, the deed of J. J. Bays to John H. Bays is void, it is therefore adjudged, ordered and decreed that the same, as to said judgment, be set aside; and that unless the defendants, within ninety days from this date, do satisfy this decree, then H. A. Cox, who is appointed a Commissioner for the purpose, shall rent the land in controversy for ~~the shortest~~ ^{the shortest} period that will satisfy this decree, requiring of the tenant cash sufficient in hand to pay the costs awarded the plaintiffs, and requiring the residue in annual payments. He will advertise the renting by posting notice in one or more public places or places near the land, & on the Court house door, 30 days before renting. He will rent publicly to the highest bidder, at the Court house door, on a Court day, taking bond and good security for the deferred payments, & he will report to Court, & the cause is continued.

Howard

7

Bays.

Entered page 141
F. R. Stickley D.C.

Enter

In A. L.

Aug 21/80

Ad. Nov. 21/80 +

Sell Jan. Co. at 1881.

The deposition of Thomas S. Ely, taken before me James W. Orr, Commissioner in Chancery in Lee County, in Jamesville, pursuant to agreement, Wm. A. Orr being present for the plaintiff and A. L. Pickens for the defendants, which deposition when taken is intended to be read in behalf of the plaintiff in a certain suit in Chancery now pending in the Circuit Court of Lee County, wherein Elisha K. Howard is plaintiff and Joel J. Bays et al are defendants. Thomas S. Ely, a witness of lawful age being duly sworn, deposes and says.

Q. 1st by Plff. Please state Mr. Ely whether or not you was Sheriff of Lee County in the years of 1877 and 1878, and if so state whether or not you executed the writ in the Law Cause mentioned in the pleadings of this Cause, and state where and in what manner you executed it.

Ans. - I was Sheriff of Lee County in the years 1877 & 1878, and did serve the writ mentioned in this cause on Joel J. Bays by delivering to him an office copy thereof, in the road near the residence of the widow Harbison on Sugar Run, and remember that when I rode up to him I ^{stated} I was glad to see him that it saved me a ride to his house.

Q. 2nd by Plff. ~~Have~~ you been acquainted to any extent with the financial condition of John H. Bays, one of the defendants in this cause, and if so do you think that he has

sum able since the year eighteen hundred and sixty seven to pay \$500- for the land named in this case and at the same time support himself and family? has it not since that time kept him hard run to support himself and family?

Answer,

I have bin to some extent ^{acquainted} with both John H Bays and ~~Defendant~~ ^{him} and regarded them as being rather in the title as regards financials and have not thought ^{him} ~~them~~ able to pay that amount within the time named.

Q. By Plff. Has not Joel J. Bays lived upon the land named in this case since 1848, and has not John H. Bays lived upon and cultivated land of others since that time?

Answer

Joel J Bays has lived on it but I don't think John H Bays has lived on it much of that time if any.

Cross Examined.

What property - such as horses mules or cattle did John H. Bays have in the year 1868-1869?

Answer

I can't say much about his property up to 1873 about that time one horse was about the whole

Does not John H. Bays now live upon the land mentioned in the bill, and has he not lived upon it ever since the year 1867 except one or two years, if not state where he did & does live?

Answer

I can't say where he now live. but I have known of him living on the Lands of James Penington and Mr. W. Woodard different years say 1845-6-7-8

Question 3^d.

Did you execute the writ in the Chancery suit now now pending, if so on whom where where did you execute it? and how, by personal delivery or by sending the copy by some one else?

Answer

I sent each of them copies by Albert W. Roe.

Question 3^d.

Are you enabled to at this distance of time to say positively you executed the writ in the law suit in person or might you not have sent it also by some one else?

Answer

I don't think I am mistaken about that

Question 5

After the institution of the chancery suit, now pending, was you not applied to by myself (A. L. Prillmore), J. J. Bay, or John H. Bay, & requested to state your recollection of the time & manner of the service of the law writ, and did you not say to each of us that you had no recollection of ever having but one writ in your hands against said Bay, & that was the Chancery cause?

Answer

I can't now repeat the conversation between us but I do recollect that the law writ had only Joel J. Bay in it and that I never did have but the Chancery writ against them

Question 6

Can you say of your own knowledge that John H. Bay, was not able in the year 1868, to pay the sum of \$500. in mules & horses,

Answer

Ans. — I cannot

And further this deponent says that
Thos. S. Ely

Virginia, Lee County, to wit,

The foregoing deposition of Thos. S. Ely was this day taken, subscribed and sworn to before me at the time and place

and for the purposes in the caption mentioned. Given under
my hand. June 24th 1880.

James W Orr Commissioner
in Chancery for Lee County Circuit
- Court.

Elisha R Howard

vs. $\frac{3}{2}$ Depo of L. S. Ely.

Jaob J Bays.

Filed June 25th 1880.

James W Ormck.

Court On .75-
do 25-
\$1.00

Virginia Lee county circuit court.

Elihu K Howard

Plff

In chancery

^{vs}
Joel J Bays et al

Defts

The deposition of James W Orr taken by consent of parties in said cause, on the 30th day of August 1880.

The said Orr being first duly sworn deposes & says,
The note upon which the judgment at law, mentioned in this cause, was obtained, is in the words & figures following, to wit. - "One day after date I bind myself my heirs &c to pay Elihu K Howard one hundred and twenty one dollars and seventy eight cents, current money of the U.S.A. it being for value received of him as
Witness my hand and seal this November the 28th A.D. 1863.

Attest - William M Taylor.

Joel J Bays Seal

I am clerk of the County ^{& circuit} Courts of Lee County, and as such clerk have the custody of the Books returned by the Commissioners of the revenue in said County. On examination of said Books for the years 1866 & 1867. I find that Joel J Bays is not assessed with a horse or mule for those two years, and that John H Bays is assessed for each of said years, with one horse only. I was Sheriff of Lee County during the years 1866, 1867 & 1868, and lived near Joel J Bays & his son John H Bays, who I think lived with his father during that time, and collected taxes from said Bayses for those years. I do not remember Joel J Bays having any horses or mules during the above period, except one mule, which I understood in the neighborhood he disposed of to raise means to obtain a discharge in Bankruptcy.
And further this deponent saith not.

James W Orr.

Sworn to before me this 30th day of August 1880.

F. R. Stickley Deputy Clerk.

The said witness James W Orr further deposes & says. — On examination of the land books on file in the clerk's office of Lee county Court I find that the tract of 150 acres of land mentioned in this cause was transferred from Joel J Bays to John H Bays in the year 1869. & yet stands charged to him. And further this deponent saith not.

James W Orr.

Sworn to before me, Aug 30th 1880.

F. R. Stickley Deputy clerk.

Elihu K Howard
vs Depo off J. W. Orr
Joel J Bays.

Filed Aug 30th 1880.

Jes W Orr. Clk.

To Jael J. Bays and John H. Bays.
Gentlemen: —

Take notice that I will on
the ~~26th~~^{August} day of ~~January~~, 1880, proceed to
take the depositions of Thomas J. Ely, James
Perrington & others, at the Law Office of
Wm. A. Orr in Joursville, Lee County, Va., which
depositions are intended to be read as
evidence in my behalf in a certain
Chancery Cause now pending in the Cir-
cuit Court of Lee County, Va wherein I
am plaintiff and you are defendants;
and if from any cause the taking of the
said depositions be not completed on that
day the taking of the same will be adjourned
and continued from time to time at the
same place until the same are completed.

January 29th 1880.

Elihu K. Howard
By Wm. A. Orr Atty &c.

Elihu K. Howard ^{10m}

vs } Notice

Joel J. Bays et al
1/21/80

~~We accept legal~~
~~Service of the within~~
~~Notice~~

~~Hazard P. M. M. M.~~
~~Myself~~

Executed by delivering
Copies of the within to
Joel J. Bays & John H. Bays
August 9th 1880

Thos. S. Edy & Co

Elihu K Howard

Plff

vs.

In Chy

Joel J. Bays & al

Defts

The deposition of Nancy Taylor John Taylor Jeremiah Burges and George F. E. Burges taken pursuant to notice on the part of the Plff, at the law office of W. A. Orr, on the 16 day of August 1880.

The said Nancy Taylor being duly sworn says
Sometime during the late war but the time I do not remember Joel J. Bays came to my house, where Mrs Howard wife of the Plff then was, and Mr Bays then paid to Mrs Howard some five or six dollars in money, and then executed his note to Elihu K Howard for the balance that was due him, but as to how much this balance was I do not now remember.

The note was written by my husband W. M. Taylor who is now dead, and the note was first written calling for dollars, and to the note in that form Mr. Bays refused to sign it saying that he could not get Gold and Silver to pay it. The note was then written for United States currency, when he signed it, and said at the same time that the debt ought to have been paid before that time, but that he had been unable to get the money, and would give his note which he accordingly did, and delivered the same to the wife of the Plff, who was not then present.

At the time this note was executed myself
and husband and the wife of the Poff and Joel
J Bays were all present at my house, and if
any other person was present I have now
forgotten it, and during that interview I did
not hear any threats or any language used
calculated to intimidate or induce any person
to sign the note, and if duress was used to
induce the execution thereof it was not done
in my presence or at the time it was executed.

The note in question was given for corn at the
rate of one dollar per bushel, and the note
was given not a great while after the corn
was obtained according to my present recollection.

And further this witness saith not

Nancy ^{her} Taylor
witness

Jeremiah Burgin Burg Sworn Says

In the year 1867, 1868 and 1869 I lived as I now
do in about one mile of where John H. Bays then
and now lives, and about that time as well as.
I now remember said John H. Bays or his father
or some member of his family was the owner
of a mule and a horse, or at ^{all} events such prop-
erty was there among them, and for aught I know
they may have owned other property, but if so I
do not remember it. On one occasion I
went with Elisha K. Howard to the house of Joel
J. Bays, and heard Mr Howard speak to Mr
Bays about the debt in question, and as well

as I now remember Mr Bays said that he had nothing to pay the debt with, but said he would pay it as soon as he could, or when he got able or something of that sort, I did not hear him make any objection to the debt in any way so far as I remember

Excerpt Examined by Defts Counsel

Ques. 1 Do you know exactly how many mules & horses were owned by John H. Bays say from Nov. 1867, to first Feb. 1868,?

Ans. I do not.

Ques. 2. Do you know of his getting about that time a horse from a Mr. Clifters?

Ans He had a small saddle horse, but I do not know where he got him.

Ques. 3. do you not remember that about the time spoken of, John H. Bays owned two mules?

Ans. I do not remember;

Ques. 4th. Where has John H. Bays lived since the war, & who has rented or controlled the land where he now lives?

Answer He has lived on the land in controversy ever since the close of the war with exception of about four years as well as I remember

Ques 5. What time was it you heard the conversation with Howard the plft Joel D. Bays.

Answer I do not remember the year, but think it was
a short while after the war perhaps in a year
or so afterward.

Ques 6. During the war or for some two or
three years after the war was not
the neighborhood where you &
Mr. Bays lived kept in constant
fear from bands of lowly men
coming over from Harlan County
& other places & was not men then
very cautious in their conversations
with men from the Key side
where Mr. Howard then lived.

Answer I think to some extent that was the case

Ques. 7 What was the ordinary & usual price
of Corn in Nov. 1863. in your vicinity
in gold or silver, greenbacks & Con-
federate Money?

Answer In Nov. 1863. I was not in this county, but was
in Harlan County Ky and at that place corn
was worth 50 cts per bushel. But do not know
what it would have brought in this county, either
in confederate, greenback or gold & silver

And further this witness saith not

Jeremiah ^{this} Bargin
George F. E. Bargin Being Sworn Says

I remember that at one time since the
war John H. Bays or his father owned one mule
and they may have owned more so far as I know

but if so I do not now remember it, but I do
not remember what either of them owned in
1867 & 1868

And further this witness saith not
G. F. E. Burgin
James Smith being duly sworn Says,

I moved to where I now live in the year
1867 which is within about one and a half miles
of where the difts live, and in that year one
or the other of the difts owned One mule and this
is all that I remember of their owning, this mule
was sold by them in 1868 or 1869 or by one of them
as well as I now remember and after the sale
of said mule, ~~they or one of them bought a calf,~~
and from that time to the ^{the year 1869 or 1870} ~~present~~, I ~~do not~~
know of the difts or either of them to own at any
one time more than one horse or mule at the
same time, and as well as I now remember
one or the other of them bought a calf in the fall
of ~~1869 or~~ 1870. or 1871

Cross Examined

I moved to the place where I now live about
the first of April 1867, The mule above spoken
of is all that I know of either of them owning
from April 1867 to 1869 or 1870 but it is possible
they may have owned others, I think however
that my opportunities were tolerable good for
knowing their property.

And further this witness saith not.
James Smith

By consent of parties the following depositions are taken on the part of the defendants.

Jacl J. Bays being duly sworn Says

I filed my petition in Bankruptcy in the Federal Court in the year 1868. and I herewith file marked (A B) my final discharge thereon, or rather a copy thereof, the original having been lost.

Prior to the filing of said petition in Bankruptcy I sold to my son John H. Bays the tract of land in the bill and proceedings mentioned. He was to pay me for said land the sum of \$500.00 and prior to Aug the 1st 1879 he had fully paid to me the purchase price. The Sheriff of the county, nor either of his deputies, did ever serve on me a copy of any writ in the suit and nor did I have any knowledge that the action at law had been commenced until after the judge had been entered up. As such in this chancery suit the Sheriff nor either of his not ~~has~~ at any time served on me a copy of the writ, but my son John H. Bays did deliver a copy thereof to me. In a conversation I at one time had with Thos S. Ely he admitted that the writ in this cause was the first he had served on me, or the first he had on me. The note and on was executed by the witness for corn purchased by him from the pliffs wife, and was

paid for in Confederate money, and
after it was so done and the said
plff's wife had gone over to Horlan
County, she returned to the plff's house
and threw down the said Confederate
money, and told the Ther's dependent if
he did not execute his note for
United States currency, in stead of said
Confederate money, she and her husband
would have him arrested & killed. -
It was in time of the war, and there
^{were} lawless men from Horlan County or
other places perhaps that did come
over on this side & perhaps rob or
arrest citizens, and witness feared that
said Howesell would do something of
this sort & thought it best to did
execute the note and on, - After the
note was executed as aforesaid the plff's
wife said to witness any debt her
husband owed would be settled as a
credit on the note he the witness
executed to them. and witness therefore
purchased & paid for the note paid
by the plff with his disposition from
the owner thereof & sent to him by
Chancy Burgen, and never saw it
afterwards until this day. witness
states that the year 1863 Corn was plentiful

and could he sell, certain have been purchased with gold & silver for 25[¢] or 30[¢] per bushel, and witness would not have voluntarily paid or agreed to have paid one dollar when it could have been purchased so low.

On cross examination witness states, he can not recollect whether or not he listed for taxation two mules & a horse in the year 1867, 1868 or 1869, nor does he recollect what he did list there for. On the day the land was conveyed John H. Bays paid me a mule & a horse, before that day John H. Bays had paid me a mule, and witness is of opinion his son got this last mule from David Blankenship but of this he is not certain. The mule paid me on the day of the conveyance, ~~his~~ witness traded for, for his son from one John B. Hyman. - The horse his son got from Mr. Clifton - The second horse he bought his ^{son} got by an exchange of his wagon & harness from David Blankenship. These horses & one year work performed by his son for, witness at the price of \$150 was

9.

the full price \$500 agreed to be paid by his son for said land. And the year work was done as the witness now remembers in the year 1867, - My son is a married man but can not remember when he married whether before 1867 or not, but he was 21 years of age in 1867, - And further this deponent says to wit.

Joel J. Bays

John H. Bays an atty witness of lawful age deposes and says that that he purchased the land in the bill mentioned, from his father at the price of \$500. and paid him for the same as stated in his answer in this cause. And that he took possession of the same & has had the possession thereof ever since living upon it ever since except the period of four years, which time he rented the same, to a family of people by the name of Gibb as much as three years of the time if not all, and witness lived in the neighborhood & cultivated a part of every year during the time he lived off of it. At the

time I purchased the land I had no
knowledge of the Howard debt
and the sale was a fair sale so far
as witness knows & he had the land
placed upon the books in his own
name & has ever since paid the
taxes, therefore the receipts for which
he has now in his possession.
Witness further state he had no
knowledge whatever of the land
suit & only learned of this suit
by Albert Doe handing him the writ
of a copy thereof in this cause.
I had in the presence of my father
a conversation with Thomas Ely Sheriff
of this County, and Mr. Ely then said the
writ sent them by Albert Doe was the
only writ he remembered ever to
have served on them or either of
them & this conversation was had
at the term of the Circuit Court
my answer was filed in this cause
when Mr. Doe handed me a copy of the
writ in the Chancery cause. He also
gave me a copy for my father
Joel J. Bays, which I handed him.

Cross Examined.

Abe. Grubb as well as I recollect
was the man that made the contract
of renting with me. My father has also
lived upon the land, and I have had
no contract with him only permitting
him to remain there cultivating a small
patch for a garden & such thing for
which I charge him no rent, he
not being able to work very much,
~~and further that defense~~ and further
this deponent saith not.

John H. ^{his} Baugh
Mark

Virginia Lee County twelv

The foregoing dispositions of Nancy Taylor.
Jerry Baugh, George F. E. Baugh and James
Smith on the part of the plaintiff and Joel F.
Baugh and John H. Baugh on the part of the depts,
were taken by me, sworn to and subscribed by
them respectively at the time and place mentioned
in the caption.

H. J. Morgan Clerk

Aug 16 1880

Elihu K Howard

vs. { Defro.
3

Joel J. Baystal and

Joel J Baystal

ads. { Defro

E K Howard

Pliffs Court fee \$2.75

Defts Court fee 2.25

Filed Aug 30th 1880.
Jas W Orr, clerk.

Lee County Virginia

December 12 day 1879

The deposition of Nancy Burgin
taken before me C. B. Blankenship ^{a Justice} pursuant
to a notice to be read as evidence in behalf
of Joel J. Bays in a case between Elihu
R. Howard is plaintiff and Joel J. Bays is
defendant this deposition is to be read in court
in Chancery in the Circuit Court of Lee
County Va. ~~whereas~~ in behalf of Joel J.
Bays defendant

question by Joel J. Bays defendant
do you recollect that I sent by you
a note on Elihu R. Howard executed to John
R. Harris Witness yes J. took the note and handed
to Elihu R. Howard

question by defendant Bays
didnt I tell you to tell Elihu R. Howard
to send by ~~you~~ my note that Howard
held on me or send the note back that I
sent ~~you~~ to him Witness yes I told him the
Siat Howard that Joel J. Bays sed for him
to send him his note that he held on him in
the note that Bays sent him and Elihu R.
Howard sed he wold not send neither of
the notes for this is what he wonted to get
a long time further this deponent sayeth
nat this 12 day of December 1879

Nancy ^{her} x Burgin
mark

Lee County Va.

I, C. B. Blankenship a Justice of said County
do hereby that the Deposition of Nancy Burgin
was taken before me at the place and on the
time specified in the notice this 12 day December
1879
C. B. Blankenship J. P.

Joel J Bays.
advs Depo.

Elihu Howard

Filed Mr. 1880.

Jas W Orr. Clerk.

The Deposition of
Nancy Burgin

Justices fee \$0.75 Cts

Mr. Elihu K. Howard.

You will please take notice that on the 12th day of December 1879, at the dwelling house of Nancy Burgan in the county of Lee and state of Virginia I will proceed to take the deposition of said Nancy Burgan and others which when taken are intended to be read as evidence upon our behalf in a certain suit in chancery now pending in the Circuit Court of Lee County, Va wherein you are plffs and we are defendants - and if from any cause the taking of said depositions, be not commenced or if commenced be not completed on that day the taking thereof will be adjourned and continued from time to time and from place to place ^{in said court} until completed.

Dec. 4th, 1879.

Joel L. Bays
John A. Bays.

Virginia Lee county to wit.

This day Joel J. Bays personally appeared before me and made oath that he this the 4th. day of Dec. 1879 delivered a true copy of the within notice to Wm. A. Orr, the atty of Elisha K. Howard be the said Howard being a non resident This Dec. 4th 1879

James W. Orr. Clerk.

Elisha K. Howard

vs. Deba for Debt

Joel J. Bays

Elihu K. Howard Paff

vs.

Joel J. Bays + als

Deft

} In Chancery

The deposition of E. K. Howard the Paff taken on the 26th day of July 1880 on his own behalf by consent of the defendants Joel J. & John H. Bays and to be read as evidence in the above styled cause, and the said Howard being duly sworn says

At the time the note was given to me by Joel J. Bays on which the judgment was obtained mentioned in my bill, I was the owner of some ^{three} or four hundred acres of land lying in Lee County, all of which has been sold by me since that time, except about 12 acres which I still own, and this land lies on the branch near the house where Elder P. Hyman now lives. At the time said note was given I was staying in Harland & other counties of the state of Kentucky, but do not where I was when the note was executed, I may have been in Harland or in Knox. But my family was at the time living in Lee County Va. and this was then my home and continued so to be for some time afterward, the note was executed to me in my absence and was handed to me by my wife.

I never in my life directed or authorized my wife to say to Mr. Bays or any one else

that if he did not execute the note in question I would bring a band or mob of men from Ky. or any where else and take him away and when my wife handed me the note she did not tell me of her having thus procured it, and I never heard of such a thing until Mr Orr informed me of it a few days ago.

My wife told me that the note in question was executed by Mr Bays for one at the rate of One dollar per bushel payable in United States currency, and she made the contract with Mr. Bays as she informed me.

I do not now remember at what point I was, in Kentucky, when the note in question was executed. I may have been in Bonville or Barboursville or I may have been in Harlan or what is known as the Ben Harris farm and if at the latter place was some several miles distant from my home.

I never at any time directed Mr Bays to purchase notes on me, and that they should be credits on the note in question, but since the close of the war, I have seen and talked to him in relation to this debt more than once, and on these occasions he never said any thing about doing so. but on the contrary said the debt was just and that he would pay it as soon as he possibly could. and

on One Occasion said he was going to Harlem to teach School in order to raise money to pay the debt. On one of these Occasions Jerry Burgin was present in Mr Bay's own house and heard him thus talk.

In 1860 I executed a note of \$72.06 to one John K. Farris, and he sold this note on me to Eli Hubbard, who at the time was owing me, and it was expressly agreed between Mr Hubbard and I, that this note was to be settled when our other matters were settled, and I paid Mr Hubbard thereon \$40.50 which is credited on the back thereof, and the balance was to be settled as above stated, but no settlements has ever been made between Mr Hubbard and myself, and if such settlements had been made Mr Hubbard was owing me more than enough to finish paying the same, and I now file herewith said note as a part of this deposition marked (A B)

Early in the war, perhaps in 1862 Eli Hubbard died, and sometime after Mr Bay's had executed his note to me. One Sally Burgin met me on the Mountain some two or three miles from my home, and she had with her the note marked (A B) as above, and ^{she} stated that Mr Bay had sent the said note, and wanted me to give him a credit for the balance due thereon, on his note to me, and

I therefore said very well, and she handed me said note, which is here filed, I then did not intend to credit Bays note thereby for the reason that it was in fact paid as between me & Hubbard who was the owner of the same at his death. and the reason I ^{said} till Sally Burgin so, was that I was away from home and did not want to say or do anything that could or would be construed into an affront or insult. Least my family should be made to suffer for the same during the war then going on.

Long examined

Ques 1st

When Sallie Burgin, offered to hande you the note if you did not intend to credit or Bays note why did you take at all?

Answer. My object was to prevent a suit being brought against me, untill times could get so a settlement could be made between Mr Hubbards estate and myself. The note in question was given by me to Farris as a part of the purchase price of land, and at the time Sally Burgin haded the same to me, I did not have title to the same, and only got the title thereto a few years ago.

Ques 2.

did you not obtain title to said

land by virtue of said note filed by you, and claiming the same to be paid by you.

Answer. I did not present or use the note in obtaining the title to the land. I simply presented the title bond and the party made the deed.

Ques. 3 How did it happen that you regarded the note as important in obtaining your title when Sallie Burgan presented it to you, & that way was not regarded as worth mentioning when you came to get the deed?

Answer. I supposed that Mr. Farris knew that the debts were paid or supposed that he thought so, and I did not produce the note or speak of it.

Ques. 4 When Mrs. Burgan presented you with the note, and asked you to credit Bays therewith, do you not think it would have been right & honest to ^{have} told her the note was paid & to so tell Mrs. Bays, & would you have been in any danger at that time to thus say to this old woman?

Answer. I suppose I ought to have said to Miss Burgin that I regarded the debt as paid, and that I would not credit ~~credit~~ Mr. Bays thereby and the reason I did not do so. I have tried to state above: - the condition the country was in,

Ques 6 Did not Mr Bays execute two notes for the corn, for which the last note sent on was one?

Answer He did not execute two notes for the corn referred to, so far as I know. If he did I have no knowledge of it.

Ques 7 What was the price of corn in gold on the farm you owned sold the Corn on on the 29th day of Nov. 1863 or about that time - And what was it worth in the Currency of the country?

Answer I do not know what corn was worth in gold at the time referred to, for I know of none being sold for gold. And at the time referred to, I think corn was worth in United States currency something like one dollar per bushel. And in Confederate money which was the common currency of the country corn would have brought from two to five dollars per bushel.

Ques 8 Did you have any personal knowledge of the sale of the corn, or the execution of the note sent on?

Answer I had no knowledge of the sale of the corn until after the same was made.

And further this witness saith not,

E. R. Howard

The foregoing deposition of E. K. Howard was
taken by me sworn to and Subscribed by him
the 26th of July 1880.

Henry J. Morgan Court

com. 2.25
5.00
7.25

Elihu K. Howard

vs. } Deposition
Joel J. Bayard

Comms fee 2.25

Filed
Jas W. Onck.

Febill

(A B)

June 28th. 186. Received of the
Within forty three dollars

Elisha T. Howard

Plff

vs

Jos Kelly

Jacob J. Bays et al Defts

Your undersigned Commissioners in the above styled Cause beg leave to report, that after having complied fully with the requirements of your Honors decree in said Cause rendered therein at the last term of your Honors Court, he offered the land in the bill and pleadings named for rent on the first day of the County Court for ^{Feb} March, 1881, in County, at the front door of the Court house thereof, and the only offer which he received was from the Defendants & ^{land} they was accordingly rented to them but they have both failed and refused to comply with the terms of renting by not executing the required bonds.

Your Commissioners recommends that the land be sold.

To Jas A. Kelly
Judge Circuit Court
of Lin County, Pa

Respectfully Submitted
Wm A. Orr
Commissioner

E. N. Howard

vs J Lewis Reports


J. J. Bays et al

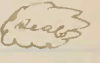
Filed March 7th 1888

James W Orr, clerk.

This indenture made and entered into this
the 2^d day of April 1863 between Silvester Bond
and Sally Bond, his wife, of Harlan County and
state Kentucky of the one part and Joel Bays
of Lee County and state of Virginia of the other
part witnesseth that the said Silvester Bond
and Sally Bond, his wife for and in con-
sideration of the sum of eight hundred
dollars to them in hand paid the receipt
which is hereby acknowledged has this day
sold and delivered to the said Joel Bays
a certain tract ^{or parcel} of land containing one
hundred and fifty acres more or less lying
and being in the County of Lee and state
of Virginia on the waters of Trading Creek
and in the Poor Valley and bounded as
follows: Beginning on 2 black oaks and a
dogwood on the S. side of the stone mountain.
Thence due S. 104 poles to a black-oak and
dogwood and Hickory on a line of
Shidmore. Thence with said line
Eastwardly 192 poles to a stake on a line
of John Hartsocks Thence N. 14 E. 104 poles
to a stake on the S. side of the stone moun-
tain, thence S. 79 W. 192 poles to the beginning
with all of the appurtenances in anywise
belonging thereto to the said Joel Bays
his heirs and assigns and the said
Silvester Bond and Sally Bond bind our-

selors, heirs and assigns to warrant and
defend the said tract of land to the said
Joel Bays his heirs and assigns from
them their heirs and assigns and all
persons claiming the same in any manner
whatsoever in testimony whereof the said
Silvester Bond and Sally Bond has hereunto
set our hands and affixed our seals the
day and time above mentioned.

Silvester M. Bond 

Sally ^{her} Bond 
_{Wife}

Harlan County, Kentucky to wit:

I, Henry Skidmore, Clerk for the County of
Harland and state of Kentucky, do hereby
certify that Silvester Bond and Sally Bond
his wife parties to a deed made from
them to Joel Bays appeared before me
April 2nd 1863 and acknowledged the
within deed to be their act and deed,
may be recorded by the Clerk of the County.

Henry Skidmore, Clerk

Lee County Court Clerk's Office 15th day of May 1863:
This indenture of bargain and sale of land
between Silvester Bond and Sally Bond
his wife of the one part and Joel Bays
of the other part was admitted to record

upon the certificate of the clerk of
Harland County, Kentucky

A. J. Morgan C. C.

A copy:

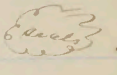
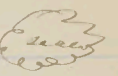
Teste James W. Orr. Clerk.

Geoff Bays
From 3 Copy of Deed
Sylvester Bond & wife.

Exhibit C

Fee for this copy 60. cts.

In witness whereof we ^{have} herunto set
our hands and affixed our seals, day
and date above written

Joel J. Bays 
Mary ^{his} Bays 
_{his wife}

Lee County Court, Clerk's office, the 14th day of
November 1868. This indenture of bargain
and sale for land between Joel J. Bays
and Mary, his wife, of the one part and
John H. Bays of the other part all of the
County of Lee and State of Virginia was
acknowledged before me by the said Joel J. Bays
to be his act and deed for the purpose
therein mentioned, and the said Mary Bays
being examined by me privately and apart
from her said husband and having the
deed aforesaid fully explained to her,
acknowledged that she had willingly signed
and executed the same and did not
wish to retract it, and the said deed
being duly stamped, is admitted to record.

Test: Henry J. Morgan, Clerk

A Copy -

Test: James W. Orr, Clerk

This indenture made, this the first day
of January 1868, between Joel J. Bays and
Mary Bays wife to the said Joel J. Bays
of one part and John H. Bays of the other
part, all of Lee County V.^a Witnesseth that
the said Joel J. Bays & Mary his wife for and
in consideration of the sum of six hundred
dollars to them in hand paid. The receipt
whereof is hereby acknowledged, both bargained
and sold to the said John H. Bays a
certain tract of land lying and being in
the County of Lee & state of Virginia on the
waters of Trading Creek and in the Poor Valley
and bounded as follows: Beginning at
2 black-oaks and a dogwood on the S. side
of the stone mountain, thence S. 164 poles to
a black-oak dogwood & Hickory on a
line of Spidmora Muncy's, thence with
said line easterly 192 poles to a stake
on a line of John Hartsocks, thence N. 14 E. 164
poles to a stake on the south side of stone
mountain, S. 79° W. 192 poles to The Beginning
Containing one hundred and fifty acres
more or less with all of its appurtenances
to him the said John H. Bays & his heirs
for ever and the said Joel J. Bays and Mary
his wife, both covenant with the said John
H. Bays to warrant the said land against
the claims of all persons whomsoever

John H. Bays
From 3 copy of Deed
Jore J. Bays & wife

Exhibit 'G'

Fee for this Copy 50 cts

United States



District Court,

WHEREAS, *Joel J. Bays* of the County of *Lee* and State of Virginia, and District aforesaid, has been duly adjudged a **BANKRUPT**, under the Act of Congress establishing a Uniform System of Bankruptcy throughout the United States, and appears to have conformed to all the requirements of Law in that behalf;

It is therefore Ordered by the Court, That said *Joel J. Bays* is forever Discharged from all Debts and Claims which by said Act are made provable against his Estate, and which existed on the *23rd* day of *December* A. D., *1868*, on which day the petition for adjudication was filed BY HIM; excepting such Debts, if any, as are excepted from the operation of a discharge in Bankruptcy.

Given under my Hand, and the Seal of the Court, at Richmond, in said District,
this *21st* day of *November* A. D., *1871*.

Abner Coffey
Esq., Jno. R. Poffman
Clerk

John C. Underwood
District Judge.



(AB)

RICHMOND & ORR,

ATTORNEYS-AT-LAW.

WILL PRACTICE IN THE COURTS OF LEE, SCOTT AND WISE COUNTIES.
COLLECTIONS IN SOUTHWEST VIRGINIA A SPECIALTY.

Jonesville, Va., 1888

George Barlow. S. S. Row, J. J. Bays and
John H. Bays to Court. Orr Counsel
in Chy. Cause of L. E. Howard vs J. J. Bays et al
1881
Apr. 18th 1881 To Principle of note \$52.52
Apr. 19th 1881 By cash paid by S. S. Row \$10.00
To int. on \$40.00 1 year 2.44
Apr. 18th 1882 By cash \$10 by Row & \$5 by Barlow \$15.00
To interest 1 year on \$28.13 1.68
Apr. 18th 1883 By cash, \$10 - paid by Row & \$5 paid by J. J. B. \$15.00
To int. on \$14.81, 1 yr. 1 mo. & 3 ds .96
May 21st 1884 By cash paid by Row to J. W. D., \$10.00
To interest on \$5.77, 6 mos. & 15 ds .18
Dec. 6th 1884 By cash paid by Row to J. W. D. \$3.85
\$53.85 57.95

Balance due on note Dec. 6th 1884
\$2.10, int. to Nov 24th 1886 15 cts
making the sum of \$2.25 and
at that date.

Wm. A. Dorr

J. Commens

20 } Calculations

J. J. Baynes et al.

Memo. No. 24/89.

Howard

20 } Chy.

Baynes et al.

Joel J. Bays et al

Heredit.

By Comm, and	\$52.69 (5 per cent)	\$5.26
By Costs paid on Dist at Law		7.36
" amt. pd Comm. & Co		1.00
" amt. pd Comm. & Co		5.00
" amt. pd. Thos. Ely		5.00
" amt. pd. Geo. Smith.		10.00
By Accy. fee		<u>10.00</u>
	\$58.85	\$43.42
	43.42	
	<u>\$15.23</u>	

Hawaii

2. J. Munn of
Honolulu
Command
Bays at ab

Feb. 20/86

Howards own costs on deposit
to be paid by him.

Comr Morgan \$2.75-

Shiff Ely 2.25-

\$5.00

By's costs of Depos to be

paid by him \$2.25- Shiff 6.00

Costs recovered by H. S. & Ely 2.00

vs Bays - \$10.35- \$1.00

\$15.00

\$1.00

\$26.35-

Land sold, or note taken, Apr 19th 1881.

for \$52.59
Costs of Depos to be paid by H. 9.00

By Bill Orr vs H. \$43.59

Memo of Castove
Howard
vs
Bays.

Walk 231 ft from corner of Church lot To East
Corner of Passage. 6 ft wide and curbing
on outside, also all space in front of Church,
with curbing running out from each corner
of Church, Seven steps, 3 at N. door. + 4
at S. door, Curbing well put in ground,
Strait & true, not less than 4 in thick, Flaging
out of good rock 3 in thick well & closely put down
Steps nicely dressed & well put in place in
first class, workmanlike style.

All flaging in front of house to be squared & set
put down.

Howard's note Harris \$72.16

Int from 25 Dec. 60 to 18 mo 6.49

to 28 Mar. 62 $\frac{3}{4}$ 78.63

Cr. Cash 43.00

35.63

Int to 29 Nov. 63 2.85

1 yr. 5 mo. = $8\frac{1}{2}\%$ 18

\$38.66

Ray's note to Howard

29th Nov. 1863

\$121.78

Scale $\frac{1}{2}$

60.89

Cr bal. Hubbard Harris note

38.66

\$22.23

Int from 29 Nov. 63 to

22.23

29 Sept 1864 16 yrs. 9 mo. = $100\frac{1}{2}\%$

0.11

~~22.34~~

Cash

44.57

7.36

51.93

at

3 Policies for writ of
Error.

in staying a writ of
of the County Court, rendered
road on the application of
or valley ridge, partly through

writ of error be allowed
be allowed to so much of
the appellant; and it is

John W. Smith owns the claim
of E. H. Howard by purchase.

Must hunt up all receipts and
history of the case. and mail
him what money is in my hands
to him at Bush Springs, Va

Dec. 22/88

E. K. Howard
as } Memo.
J. J. Bays

Sum. from Sept 15
14.7.9. Dec. 22/85.

\$52. 69

We hereby bind ourselves to pay Ym
A. Orr. Comr. fifty two dollars and
fifty nine cents, to be paid in equal
installments of one two and
three years ^{thence} ~~thence~~ ^{from} our hands
and seals, Dis April 19th 1881.

S. S. Rose Deal

George Barlow (Security) Deal

Joel J. Bays (") Deal

John A. Bays (") Deal
mark (") Deal

Credit on above note by
hand of Samuel Rose \$10.
April 19th 1881.

Witness: George Barlow

Credit on above note by Samuel Rose \$10.
April 18th 1882

Credit on above note ten dollars ten
dollars March 28th 1883

Len. \$5.00 Apr. 18th 1882 pr. Eld Barlow.

Len. \$5.00 Apr. 17th 1883 pr. John Bays.

Len. \$10.00 May 21st 1884, by S. S. Rose to J. W. Orr
Cr 3.85 - Decr 6th 1884, by S. S. Rose it being the
bal of \$40.00 of the Principal & its interest.

Bays
note 3 notes
Howard

Know all men by these presents, that we ~~Wm. A. Orr~~
 James W Orr. are held and firmly bound unto the
 Commonwealth of Virginia in the just and full
 sum of Two hundred dollars, for the payment thereof
 well and truly to be made to the said Commonwealth,
 we bind ourselves, our heirs, executors and administra-
 tors, jointly and severally firmly by these presents, and
 we hereby waive the benefit of our homestead exemp-
 tions, as to this bond. Witness our hands and seals
 this 24th day of March 1880.

The condition of the above obligation is such that whereas
 by an order of the Circuit Court of Lee County, ^{Va.} at the
 Nov. term 1879, in a chancery cause of Elisha K. Howard
 Plaintiff against Joel J Bays defendant, security for costs
 was required by the defendants of the plaintiff. Now if the
 said Elisha K Howard shall well and truly pay all
 costs and damages that may be awarded against him
 in this cause, and the costs that may be due the officers
 of this Court, or ^{that} may become due the said officers,
 Then this obligation to be void, otherwise to remain in
 full force and virtue.

Wm. A. Orr (seal)
 James W Orr. (seal)

12137
Elihu K. Howard

vs { Bond for costs

Paul J. Bays et al

Filed Nov 24th 1880.

Jas W Orr. Clk.

The Commonwealth of Virginia,

To the Sheriff of Lee County. Greeting:

WE COMMAND YOU TO SUMMON

*N. B. Burkhardt, James Smith,
Jeremiah Burgher, Ephraim Burgher, Albert Vog, John Taylor,
Nancy Taylor, George H. C. Burgher, Joel J. Brys & John B. Brys*

at Wm. A. Orr's law office in Jonesville Va
To appear ~~before the Judge of our~~ Court for Lee County, at the Court House on the *16th* day of *Aug* ~~term~~ next to testify and the truth to speak in behalf of *Elijah K. Howard* in certain matters of controversy pending in our said Court between *said Howard*

Plaintiff. and

Joel J. Brys et al

Defendants. And this *they* shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness JAMES W. ORR, Clerk of our said Court, at the Courthouse. this *27th* day of *July* 1880, in the 104th of the Commonwealth.

James W. Orr Clerk.

Elihu A. Howard

vs { \$100

Paul J. Bays et al

Aug: 16th 1880.

Executed

Thos. Ely, Secy

The Commonwealth of Virginia,

To the Sheriff of Lee County—Greetings:

We Command you to Summon

*Jack J. Bays &
John H. Bays*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

Aug next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them by *Elehu K. Howard*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

day of

July

9 187*9*; in the 183 year of the Commonwealth.

R. W. Orr Jr. d **CLERK.**

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1.00 Rules.

1.10 Exp

.50 Band for carts.

Ins & Exp
allow 1.00

.60 Hiling Dep

.15 " "

.20 Bha. "

.36 100

.30 Refs

.36 Aug

.36 Linab

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1.50
\$ 8.84

Orr
Elihu K. Howard

vs Z. H. in Chy.

Joel J. Bayside

Aug. Rules 1879

Executed
T. J. Eay S.L.b